

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 05-072**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

**SKID STEER LOADER FOR THE WATER
DEPARTMENT**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, March 30, 2005 in the office of the Purchasing Agent, Suite 200, K Street Complex, Northwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. **Fax or e-mail bids are not acceptable. Late bids will not be considered. Bid response must be in a sealed envelope.**

EQUIPMENT SPECIFICATIONS

SKID STEER LOADER

1. APPLICATION

- 1.1 The skid steer loader be utilized by the Department of Public Works & Utilities –Water Division for construction, paving breakout and excavating projects.
- 1.2 The loader furnished must be designed and configured to accept and power attachment equipment requiring high flow hydraulics such as paving breakers, drop hammers and planers.

2. MODEL

- 2.1 The equipment furnished under these specifications shall be new and of the latest improved model in current production as offered to the commercial trade.
- 2.2 All advertised standard equipment will be provided whether or not specifically addressed.:
- 2.3 Bidders are cautioned to read the specifications carefully, as they may include special requirements not commonly offered by the manufacture.
- 2.4 Example model:
 - 2.4.1 Bobcat S185
- 2.5 Examples are intended to show the type and class of equipment desired.
- 2.6 Do not assume your standard equipment meets all details of the specifications merely because it is listed as an example.
- 2.7 Prior to the award of bid, the City may require an on-site demonstration of the equipment being offered, for test and evaluation.
 - 2.7.1 Such demonstrations must be conducted within two weeks of notification and be at no cost to the City.
- 2.8 **Loaders offered which deviate in some areas of the technical specifications but are equal in design, performance and quality will be given consideration. The right to evaluate specification compliance and equivalency is reserved by the City.**

Company Name_____

Meets Specs.

Yes No

3. BASIC DESIGN

- | | | | |
|---|---|-----|---|
| — | — | 3.1 | Rubber tired unit, four wheel drive |
| — | — | 3.2 | Diesel powered. |
| — | — | 3.3 | Hydrostatic drive with hydraulically operated loader, marketed for industrial use |
| — | — | 3.4 | Vertical path lift linkage |

4. ENGINE

- | | | | |
|---|---|-----|---|
| — | — | 4.1 | Diesel-powered, four cylinder, water cooled |
| — | — | 4.2 | <u>Minimum</u> 55 net horse power. |
| — | — | 4.3 | Full flow spin-on type oil filter |
| — | — | 4.4 | Two-stage dry-type air cleaner with restriction indicator and Turbo II pre cleaner. |
| — | — | 4.5 | Muffler |

Meets Specs.**Yes No**

- | | | | |
|-----|-----|------|---|
| ___ | ___ | 4.6 | Cold weather starting aid |
| ___ | ___ | 4.7 | 110 volt engine coolant heater |
| ___ | ___ | 4.8 | Anti-freeze protection to -30 degrees F (Peak Final Charge) |
| ___ | ___ | 4.9 | Fuel filter with water separator |
| ___ | ___ | 4.10 | Manufacturer's heavy duty cooling package with surge tank |
| ___ | ___ | 4.11 | Minimum 20 gallon fuel tank. |

5. APPROXIMATE DIMENSIONS (with standard bucket)

- | | | | |
|-----|-----|-----|----------------------------|
| ___ | ___ | 5.1 | Length 130 inches |
| ___ | ___ | 5.2 | Width 68 inches. |
| ___ | ___ | 5.3 | Height 77 inches |
| ___ | ___ | 5.4 | Wheelbase 40 inches. |
| ___ | ___ | 5.5 | Ground Clearance 7 inches. |

6. PERFORMANCE (per S.A.E standards less optional counterweight or ballast)

- | | | | |
|-----|-----|------|---|
| ___ | ___ | 6.1 | Rated operating capacity 1850 lbs. |
| ___ | ___ | 6.2 | Operating weight 5800 lbs. |
| ___ | ___ | 6.3 | Tipping load 3900 lbs. |
| ___ | ___ | 6.4 | Lift breakout force 3600 lbs. |
| ___ | ___ | 6.5 | Tilt breakout force 3550 lbs. |
| ___ | ___ | 6.6 | Height to bucket hinge pin 118.inches. |
| ___ | ___ | 6.7 | Reach at maximum height 29 inches. |
| ___ | ___ | 6.8 | Clearance at maximum lift and dump 90 inches |
| ___ | ___ | 6.9 | Dump angle at full height 42 degrees. |
| ___ | ___ | 6.10 | Maximum overall height 152 inches. |
| ___ | ___ | 6.11 | Front clearance circle with standard bucket 90 inches maximum |
| ___ | ___ | 6.12 | Rear clearance circle 62 inches maximum |
| ___ | ___ | 6.13 | Travel speed 7.0 mph |

7. LOADER

- | | | | |
|-----|-----|-------|--|
| ___ | ___ | 7.1 | Equipped with heavy-duty dirt bucket: |
| | | 7.1.1 | Heaped capacity 12 cubic feet minimum. |
| | | 7.1.2 | Bolt on cutting edge. |
| | | 7.1.3 | Bucket will be drilled to accept teeth. (teeth not required) |
| | | 7.1.4 | Width of bucket will not be less than the overall width of the loader. |
| ___ | ___ | 7.2 | Hydraulic self-leveling design |
| ___ | ___ | 7.3 | Mechanical quick connect/disconnect loader coupler |

8. HYDRAULIC SYSTEM

- | | | | |
|-----|-----|-----|--|
| ___ | ___ | 8.1 | The hydraulic system shall be of the high-flow type. |
| ___ | ___ | 8.2 | Minimum 25 GPM total pump capacity @ governed RPM |
| | | 8.3 | Front auxiliary hydraulic tool circuit to include continuous and momentary electric controls, flat face quick couplers and a 7-pin attachment control kit. |
| ___ | ___ | 8.4 | Three section control valve with float function on lift spool |
| ___ | ___ | 8.5 | High capacity air to oil hydraulic oil cooler |
| ___ | ___ | 8.6 | Minimum 10 micron hydraulic filter |

Meets Specs.**Yes No****9. COUNTER WEIGHT**

- — 9.1 Counter weight will be provided if recommended for use
With loader, 500 ft/lb class impact hammer or 12 cu. Ft.
Loader/Sweeper Combination.

10. DRIVE SYSTEM

- — 10.1 Full hydrostatic with dynamic braking
— — 10.2 Heavy-duty drive chain to each wheel
— — 10.3 Heavy-duty 8 bolt wheels.
— — 10.4 10:00 x 16.5 8 ply standard duty tires.
10.4.1 Spare tire and wheel will be provided.
— — 10.5 Drive chains will be oil lubricated.

11. OPERATORS STATION

- — 11.1 Fully enclosed ROPS/FOPS certified safety cab enclosure.
11.1.1 Tip-up or roll-out service access design.
11.1.2 Deluxe, vinyl covered adjustable seat with arm rests and
Retractable seat belt.
11.1.3 Safety interlock system, requiring operator to be secured in proper
operating position.
11.1.4 Front door with hydraulic interlock and washer/wiper.
11.1.5 Top, rear and sliding side windows.
11.1.6 Deluxe sound suppression package.
— — 11.2 Factory installed heater/defroster/air conditioner.
— — 11.3 Interior rear vision mirror
— — 11.4 Dual access grab handles.

12. INSTRUMENTS

- — 12.1 Manufacturers standard gauge and monitoring system will be
Provided with the following as a minimum:
12.1.1 Electric fuel gauge.
12.1.2 Engine hour meter
— — 12.2 Audible and visual warning, for systems which demand
Immediate shutdown.
— — 12.3 Instruments and gauges will be illuminated for night operation.

13. CONTROLS

- — 13.1 Manufacturers standard loader, steering and throttle controls.
— — 13.2 Auxiliary hydraulic circuit will be activated through an electric
switch on hand control lever.

14. BRAKES

- — 14.1 Dynamic braking through hydrostatic drive
— — 14.2 Manufacturers standard park brake which is automatically
Engaged through the safety interlock system

Meets Specs.

Yes No

15. **ELECTRICAL SYSTEM**
- — 15.1 12 volt negative ground with fuse or circuit breaker protection.
- — 15.2 Heavy-duty 600 CCA maintenance free battery
- — 15.3 80 AMP alternator.
- — 15.4 Two(2) front work lights
- — 15.5 Two(2) rear work lights
- — 15.6 Two (2) rear tail lights.
- — 15.7 Cab mounted strobe light.
- — 15.8 Interior dome light.
16. **DECIBEL LEVEL**
- — 16.1 Please state decibel level in operator's position with doors and windows closed per SAE standards under full load _____dba.
17. **PAINT**
- — 17.1 Manufacturers's standard color
18. **SERVICE ACCESS**
- — 18.1 Loader must be designed in a manner as to allow for easy service and repair of major components without requiring extensive disassembly of loader.
- — 18.2 Vendor may be required to demonstrate serviceability of model bid upon request.
- — 18.3 All filters shall be readily accessible.
19. **MANUALS**
- — 19.1 One (1) complete service and overhaul manual.
- — 19.2 One (1) complete parts manual.
- — 19.3 Two(2) operators manuals
20. **MISCELLANEOUS EQUIPMENT**
- — 20.1 Electronic back-up alarm
- — 20.2 Four point tie down loops.
- — 20.3 Lift arm supports
21. **WARRANTY**
- — 21.1 Manufacturers standard warranty will apply.
- — 21.2 Please state terms and conditions of warranty with the bid proposal.
- — 21.3 During the warranty period, it shall be the responsibility of the successful bidder to perform warranty repairs F.O.B., Fleet Services Garage, 901 North 6th Street, Lincoln, Nebraska or, at the successful bidder's discretion, to transport the equipment to the factory authorized repair facility for such repairs. All transportation costs associated with such warranty repairs will be paid by the successful bidder.

Meets Specs.
Yes No

22. **DELIVERY**

- — 22.1 Delivery shall be F.O.B., Fleet Services Garage, 901 North 6th Street, Lincoln, Nebraska, 68508, completely assembled and ready for operation to include all manuals and miscellaneous equipment identified.

23. **OPTIONS (Please price separately)**

- — 23.1 Hydraulic Impact Breaker as follows:
— — 23.1.1 Example Model ABobcat B950".
— — 23.1.2 Impact energy class 500 ft/lb class.
— — 23.1.3 1,000 blows per @ 15 to 20 GPM.
— — 23.1.4 2.4" tool diameter.
— — 23.1.5 Nail point tool to be provided.
— — 23.1.6 Quick connect/disconnect coupler will be compatible with coupler provided on loader.
— — 23.1.7 Hose whips and loader compatible flat face hydraulic couplers, to be provided.
— — 23.1.8 Operator, parts and service manual to be provided.
— — 23.1.9 Manufacturers standard warranty shall apply.
— — 23.2 Hydraulic Powered Loader/Sweeper Combination as follows:
— — 23.2.1 Example Model ABobcat 60" Sweeper®
— — 23.2.2 60" sweeping path.
— — 23.2.3 66" sweeper width.
— — 23.2.4 21" diameter broom with replaceable polypropylene broom sections.
— — 23.2.5 145 RPM broom rotation @ 10 gpm.
— — 23.2.6 Reversible bolt on steel cutting edge.
— — 23.2.7 12 cu. ft. hopper capacity.
— — 23.2.8 24" diameter gutter broom with steel broom segments.
— — 23.2.9 Gutter broom will be capable of either right or left side installation with 14" side reach and raised/stowed position when not in use.
— — 23.2.10 Sweeper will be capable of sweeping in both forward and reverse directions.
— — 23.2.11 Quick connect/disconnect couplers will be compatible with coupler provided on loader.
— — 23.2.12 Hose whips and loader compatible flat face hydraulic couplers, to be provided.
— — 23.2.13 Operator, parts and service manuals to be provided.
— — 23.2.14 Manufacturers standard warranty shall apply.
— — 23.3 Skid Steer Loader Trailer as follows:
— — 23.3.1 Example Model AMac-Lander 20TFHWB®
— — 23.3.2 Deck length 20'.
— — 23.3.3 Overall width 102".
— — 23.3.4 Width between fenders 81".
— — 23.3.5 Dual 7,000 lb. drop axles.
— — 23.3.6 Leaf spring suspension.
— — 23.3.7 Electric brakes with break-away kit including battery.
— — 23.3.8 8-bolt steel wheels.
— — 23.3.9 235/85R16 LRG radial tires.
— — 23.3.10 Lunette eye type hitch, adjustable from 14" to 22".
— — 23.3.11 Bed height 23".
— — 23.3.12 GVWR 14,000 lbs.
— — 23.3.13 Payload capacity 10,600 lbs.
— — 23.3.14 Treated wood floor, 2" thickness.

Meets Specs.
Yes No

—	—	23.3.15	Steel, diamond plate teardrop fenders.
—	—	23.3.16	12,500 lb. front jack.
—	—	23.3.17	Conduit protected DOT lighting with 6 pole connector.
—	—	23.3.18	6" channel frame rails with 3" channel cross members on 18" centers.
—	—	23.3.19	5' self-cleaning flip-up ramps.
—	—	23.3.20	Stake pocket and D-ring tie downs
—	—	23.3.21	Safety chains with hooks.
—	—	23.3.22	Fully primed and painted with acrylic enamel, black in color.
—	—	23.3.23	Reflective tape on sides and rear.
—	—	23.3.24	Spare tire and wheel with stake pocket storage stand.
—	—	23.3.25	Parts and maintenance manual to be provided.
—	—	23.3.26	Manufacturers standard warranty shall apply.

SPECIFICATION NO. 05-072
BID OPENING TIME: 12:00 NOON
DATE: Wednesday, March 30, 2005

The undersigned, having full knowledge of the requirements of the City of Lincoln for the below listed phases and the contract documents (which include Notice, Instructions, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to enter into a contract with the City the below listed fees for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for fees listed below.

ADDENDA RECEIPT: The receipt of addenda to the specification numbers ____ through ____ are hereby acknowledged. Failure of any submitter to receive any addendum or interpretation of the specifications shall not relieve the submitter from any obligations specified in the request. All addenda shall become part of the final contract document.

Bid Schedule

<u>Item</u>	<u>Qty.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit cost</u>	<u>Total Cost</u>
1.	1	each	Skid Steer Loader, as Specified	\$_____	\$_____
Options:					
2.	1	each	Hydraulic Impact Breaker, as specified	\$_____	\$_____
3.	1	each	Hydraulic Powered Loader/Sweeper, as specified	\$_____	\$_____
4.	1	each	Skid Steer Loader Trailer, as specified	\$_____	\$_____

BID SECURITY REQUIRED: _____ YES ☒ NO

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

RETURN 2 COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL.
MARK OUTSIDE OF BID ENVELOPE: SEALED BID FOR SPEC. 05-072

COMPANY NAME

BY (Signature)

STREET ADDRESS or P.O. BOX

(Print Name)

CITY, STATE ZIP CODE

(Title)

TELEPHONE No. FAX No.

(Date)

**EMPLOYER'S FEDERAL I.D. NO.
OR SOCIAL SECURITY NUMBER**

ESTIMATED DELIVERY DAYS

E-MAIL ADDRESS

TERMS OF PAYMENT

Bids may be inspected in the Purchasing Division offices during normal business hours, after tabulation by the purchasing agent. If you desire a copy of the bid tabulation to be mailed to you, you must enclose a self-addressed stamped envelope with your bidding documents. Bid tabulations can also be viewed on our website at: lincoln.ne.gov Keyword: Bid

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit two (2) complete sets of the bid documents and all supporting material. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or by typewriter, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name and address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated of the Proposal Form.
- 2.2 If alternate bids are submitted, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.

- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:

- 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
- 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. EQUAL OPPORTUNITY

- 3.1 Each bidder agrees that it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age, or marital status. Bidder shall fully comply with the provisions of Chapter 11.08 of the Lincoln Municipal Code.
- 3.2 Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16).
- 3.3 The Equal Opportunity Officer will determine compliance or non-compliance with the City's Affirmative Action Policy upon a complete and substantial review of successful bidder's equal opportunity policies, procedures and practices.

4. DATA PRIVACY

- 4.1 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.
- 4.2 The bidder agrees to hold the City harmless from any claims resulting from the bidder's unlawful disclosure or use of private or confidential information.

5. BIDDER'S REPRESENTATION

- 5.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 5.2 Each bidder for services further represents that the bidder is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

6. INDEPENDENT PRICE DETERMINATION

- 6.1 By signing and submitting this bid, the bidder certifies that the prices in this bid have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, as to any matter relating to such prices with any other bidder or with any competitor; unless otherwise required by law, the prices which have been quoted in this bid have not been knowingly disclosed by the bidder prior to bid opening directly or indirectly to any other bidder or to any competitor; no attempt has been made, or will be made, by the bidder to induce any person or firm to submit, or not to submit, a bid for the purpose of restricting competition.

7. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 7.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.
- 7.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least seven (7) calendar days prior to the date and time for receipt of bids.
- 7.3 Interpretations, corrections and changes made to the specification documents will be made by written addenda.
- 7.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

8. ADDENDA

- 8.1 Addenda are written instruments issued by the City prior to the date for receipt of bids which modify or interpret the specification document by addition, deletion, clarification or correction.
- 8.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 8.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 8.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 8.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

9. ANTI-LOBBYING PROVISION

- 9.1 During the period between the bid close date and the contract award, bidders, including their agents and representatives, shall not directly discuss or promote their bid with any member of the City Council or City Staff except in the course of City-sponsored inquiries, briefings, interviews, or presentations, unless requested by the City.

10. BRAND NAMES

- 10.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 10.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 10.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number

from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.

- 10.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

11. DEMONSTRATIONS/SAMPLES

- 11.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 11.2 Such demonstration can be at the City delivery location or a surrounding community.
- 11.3 If bidder does not have an item in the area, it will be at the bidder's expense to send appropriate City personnel to the nearest location to view and inspect proposed item(s).
- 11.4 If items are small and malleable, and the bidder is proposing an alternate product, the bidder MUST supply a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

12. DELIVERY

- 12.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 12.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 12.3 All bids shall be based upon **inside** delivery of the equipment or merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

13. WARRANTIES, GUARANTEES AND MAINTENANCE

- 13.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 13.1.1 Manufacturer's warranties and/or guarantees.
 - 13.1.2 Bidder's maintenance policies and associated costs.
- 13.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.
- 13.3 Bidder Warrants and represents to the City that all software/firmware/hardware/equipment /systems developed, distributed, installed or programmed by Bidder pursuant to this Specification and Agreement.
 - 13.3.1 That all date recognition and processing by the software/firmware/hardware/equipment/system will include the four-digit-year format and will correctly recognize and process the date of February 29, and any related data, during Leap years; and
 - 13.3.2 That all date sorting by the software /firmware/hardware/ equipment/system that includes a "year category" shall be done based on the four-digit-year format. Upon being notified in writing by the City of the failure of any software/ firmware/

hardware /equipment /systems to comply with this Specification and Agreement, Contractor will, within 60 days and at no cost to the City, replace or correct the non-complying software/ firmware/ hardware/ equipment/ systems with software/firmware/ hardware/equipment/ systems that does comply with this Specification and Agreement.

- 13.3.3 No Disclaimers: The warranties and representations set forth in this section 13.3 shall not be subject to any disclaimer or exclusion of warranties or to any limitations of Licensor's liability under this Specification and Agreement.

14. ACCEPTANCE OF MATERIAL

- 14.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 14.2 Material delivered under this proposal shall remain the property of the bidder until:
- 14.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
- 14.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 14.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 14.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 14.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

15. BID EVALUATION AND AWARD

- 15.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 15.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 15.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 15.4 The bid will be awarded to the lowest responsive, responsible bidder whose proposal will be most advantageous to the City, and as the City deems will best serve their requirements.
- 15.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, by groups, or "lump sum"; to waive irregularities and technicalities in bids; such as shall best serve the requirements and interests of the City.

16. INDEMNIFICATION

- 16.1 The bidder shall indemnify and hold harmless the City, its members, its officers and employees from and against all claims, damages, losses, and expenses, including, but not limited to attorney's fees arising out of or resulting from the performance of the contract, provided that any such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than goods, materials and equipment furnished under this contract) including the loss or use resulting therefrom; is caused in whole or part by any negligent act or omission of the bidder, any subcontractor, or anyone directly or indirectly employed by any one of them or anyone for whose acts made by any of them may be liable, regardless of whether or not it is caused by a party indemnified hereunder.
- 16.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 16.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

17. TERMS OF PAYMENT

- 17.1 Unless other specification provisions state otherwise, payment in full will be made by the City within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

18. LAWS

- 18.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

19. AFFIRMATIVE ACTION

- 19.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

20. LIVING WAGE

- 20.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change up or down every July.